

1 GLYNN & FINLEY, LLP
 2 CLEMENT L. GLYNN, Bar No. 57117
 2 ADAM FRIEDENBERG, Bar No. 205778
 One Walnut Creek Center
 3 100 Pringle Avenue, Suite 500
 Walnut Creek, CA 94596
 4 Telephone: (925) 210-2800
 Facsimile: (925) 945-1975
 5 Email: cglynn@glynnfinley.com
afriedenberg@glynnfinley.com

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 Attorneys for Defendant and Counter-Plaintiff
 7 ConocoPhillips Company

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 HOUTAN PETROLEUM, INC.)	Case No. 3:07-cv-5627
11 Plaintiff,)	DEFENDANT AND COUNTER-
12 vs.)	PLAINTIFF CONOCOPHILLIPS
13 CONOCOPHILLIPS COMPANY, a Texas)	COMPANY'S PROPOSED FORM OF
14 corporation and DOES 1 through 10, Inclusive)	SPECIAL VERDICT¹
15 Defendants.)	Pretrial Conference: February 6, 2008
)	Time: 10:00 a.m.
)	Courtroom: 1
)	Before: Hon. Samuel Conti
16	<hr/>	Trial Date: February 11, 2008

17 Do you find from a preponderance of the evidence:

18 AS TO PLAINTIFF'S CLAIMS

19 1. That on or before July 31, 2007, defendant and counter-plaintiff ConocoPhillips
 20 Company ("ConocoPhillips") notified plaintiff and counter-defendant Houtan Petroleum, Inc.
 21 ("Houtan Petroleum") that the parties' franchise agreement would terminate on October 31,
 22 2007?

23 Answer Yes or No _____

24

25 _____
 1 For the reasons set forth in ConocoPhillips' motion to strike Plaintiff's jury demand, and its
 26 reply in support thereof, ConocoPhillips contends that Plaintiff's claims are not triable to a jury.
 In the interest of complying with the Court's pretrial order, ConocoPhillips submits this
 27 proposed special verdict form. It may be necessary, however, for ConocoPhillips to withdraw or
 revise this proposed form of verdict upon the Court's ruling on the motion to strike Plaintiff's
 28 jury demand, as well as ConocoPhillips' motions in limine.

1 2. That Houtan Petroleum requested that ConocoPhillips make a “bona fide offer” to
2 sell its equipment and improvements at the service station within 30 days of the date on which
3 ConocoPhillips provided Houtan Petroleum notice that the franchise agreement would terminate
4 (i.e., within 30 days after ConocoPhillips provided the franchise agreement to Houtan
5 Petroleum)?

6 Answer Yes or No _____

7 If you answered “No” to Question No. 2, skip Question Nos. 3-5 and proceed to
8 Question No. 6.

9 If you answered “Yes” to Question No. 2, proceed to Question No. 3.

10 3. That ConocoPhillips has proven by a preponderance of the evidence that its offer
11 to sell its equipment and improvements to Houtan Petroleum was objectively reasonable (i.e.,
12 “bona fide”)?

13 Answer Yes or No _____

14 If you answered “Yes” to Question No. 3, skip Question Nos. 4-5, and proceed to
15 Question No. 6.

16 If you answered “No” to either Question No. 1 or 3, proceed to Question No. 4.

17 4. That Houtan Petroleum was damaged as a result of ConocoPhillips’ failure to
18 make a “bona fide” offer?

19 Answer Yes or No _____

20 If you answered “No” to Question No. 4, skip Question No. 5 and proceed to
21 Question No. 6.

22 5. That Houtan Petroleum should be awarded the following damages as a result of
23 defendant, ConocoPhillips’ failure to make a “bona fide” offer:

24 Answer with the amount of damages: \$ _____

25 Proceed to Question No. 6.

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AS TO CONOCOPHILLIPS' COUNTER CLAIMS

2 6. That Houtan Petroleum has breached its contract with ConocoPhillips by refusing
3 to return or permit ConocoPhillips to recover its equipment and improvements after termination
4 of the parties' franchise agreement?

5 Answer Yes or No _____

6 7. That Houtan Petroleum has committed a conversion by refusing
7 to return or permit ConocoPhillips to recover its equipment and improvements after termination
8 of the parties' franchise agreement?

9 Answer Yes or No _____

10 8. That Houtan Petroleum has been unjustly enriched by retaining control and
11 possession of ConocoPhillips' equipment and improvements after termination of the parties'
12 franchise agreement?

13 Answer Yes or No _____

If you answered "Yes" to Question No. 6, 7 or 8, proceed to Question No. 9.

15 If you answered "No" to Question Nos. 6, 7 and 8, skip Question Nos. 9-10 and
16 have your foreperson sign and date this form below.

17 9. That ConocoPhillips was damaged as a result of Houtan Petroleum's failure to
18 return or permit ConocoPhillips to recover its equipment and improvements after the parties'
19 franchise agreement terminated?

20 Answer Yes or No

If you answered "Yes" to Question No. 9, proceed to Question No. 10.

22 If you answered "No" to Question No. 9, skip Question No. 10 and have your
23 foreperson sign and date this form below.

24 10. That ConocoPhillips should be awarded the following damages as a result of
25 Houtan Petroleum's failure to return or permit ConocoPhillips to recover its equipment and
26 improvements after the parties' franchise agreement terminated?

27 Answer with the amount of damages: \$

1 Please have your foreperson date and sign this Verdict Form.

2

3 Date: February __, 2008

4

Foreperson

5

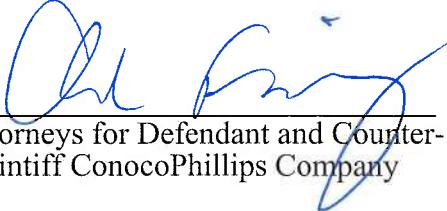
6 Submitted by:

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GLYNN & FINLEY, LLP
CLEMENT L. GLYNN
ADAM FRIEDENBERG
One Walnut Creek Center
100 Pringle Avenue, Suite 500
Walnut Creek, CA 94596

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By 
Attorneys for Defendant and Counter-
Plaintiff ConocoPhillips Company

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